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United States Department of Agriculture,

INSECTICIDE AND FUNGICIDE BOARD.

J. K. Haywood, *Chairman;* M. B. Waite, A. L Quaintance, J. A. Emery.

SERVICE AND REGULATORY ANNOUNCEMENTS.[1]

No. 30.

N. J. 526-550.

[Approved by the Secretary of Agriculture, Washington, D. C.]

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910, Washington, D. C., August 11, 1920.]

526. Misbranding of "20th Century Insecticide." U. S. v. A. E. Brown and A. V. McConaghy (The A. M. C. Manufacturing Co.). Plea of guilty. Fine, $25. (I. & F. No. 612. Dom. No. 12467.)

At the July term, 1918, of the Police Court of the District of Columbia the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the said court an information against A. E. Brown and A. V. McConaghy, trading and doing business under the name of The A. M. C. Manufacturing Co., Washington, D. C., alleging that said defendants offered for sale and sold in the District of Columbia a certain quantity of a certain article, contained in four cans, labeled "20th Century Insecticide," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the package and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the labels affixed to each of the cans containing the article represented that the article, when used and applied in the method and manner as directed by the said statement, would kill and would prevent moths, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statement, would not kill or prevent moths.

On July 10, 1918, the defendants entered pleas of guilty to the information, and the court imposed a fine of $25.

527. Misbranding of "Scarless Brand Liquid Lice Killer." U. S. v. Elmer K. Cole and I. J. Ketman (Scarless Remedy Co.). Plea of guilty. Fine, $25 and costs. (I. & F. No. 665. Dom. No. 12598.)

On January 25, 1919, the United States attorney for the Southern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district, an information against Elmer K. Cole and I. J. Ketman, trading and doing business under the name and style of the Scarless Remedy Co., Winterset, Iowa, alleging the shipment by the said defendants, on or about

[1] Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each.

May 18, 1917, from the State of Iowa into the State of Kansas, of a quantity of an article, contained in 12 bottles, each inclosed in a carton, labeled "Scarless Brand Liquid Lice Killer," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the cartons enclosing the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would kill, and would be effective against, all kinds of vermin that infest fowls and poultry, would kill, and would be effective against, all lice that infest poultry and all lice in poultry houses, and would be the most economical louse killer on the market, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not kill, and would not be effective against, all kinds of vermin that infest fowls and poultry, would not kill, and would not be effective against, all lice that infest poultry and all lice in poultry houses, and would not be the most economical louse killer on the market. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not prevent, destroy, repel, or mitigate insects, to wit, lice, and all other vermin that infest fowls and poultry, and which said inert substance and ingredient does not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic bacteria that affect poultry, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any label affixed to the bottles or cartons, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient so present in the article, stated plainly and correctly, or at all, on each or any label affixed to or borne or printed on the bottles and cartons.

On May 6, 1919, the defendants entered pleas of guilty to the information, and the court imposed a fine of $25 and costs.

528. Misbranding of "Dripoleum." U. S. v. Midland Chemical Co. Plea of guilty. Fine, $10 and costs. (I. & F. No. 652. Dom. No. 13216.)

At the April term, 1919, of the United States Court for the Southern District of Iowa, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the United States court for said district an information against the Midland Chemical Co., a corporation, Dubuque, Iowa, alleging the shipment by the said corporation, on August 5, 1916, from the State of Iowa into the State of Wyoming, of a quantity of an article, contained in six cans, labeled "Dripoleum", which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to each of the cans containing the article represented that the article, when used and applied in the method and manner as directed by the said statements, would be a powerful disinfectant and germicide for urinals and toilet rooms and receivers and receptacles therein and thereof, would destroy all noisome odors in, about and incident to urinals and toilet rooms, would destroy all germs of disease on and in the walls and floors of urinals and toilet rooms and crevices therein and thereof, and would keep the air in and about urinals and toilet rooms in a pure and healthful condition, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statements, would not be a powerful disinfectant and germicide

for urinals and toilet rooms and the receivers and receptacles therein and thereof, would not sterilize urinals and toilet rooms and the receivers and receptacles therein and thereof, would not destroy all noisome odors in, about and incident to urinals and toilet rooms, would not destroy all germs of disease on and in the walls and floors of urinals and toilet rooms and crevices therein and thereof, and would not keep the air in and about urinals and toilet rooms in a pure and healthful condition. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, a hydrocarbon oil of the nature of kerosene, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate fungi, to wit, putrefactive and pathogenic bacteria, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly on each or any label affixed to each or any of the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly on each or any of the labels affixed to each or any of the said cans.

On May 9, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $10 and costs.

529. Misbranding of "C. T. Hunter's X-Terminator." U. S. v. C. T. Hunter. Plea of guilty. Fine, $25. (I. & F. No. 709. Dom. No. 13839.)

On July 10, 1919, the United States attorney for the District of Columbia, acting upon a report of the Secretary of Agriculture, filed in the Police Court of the District of Columbia an information against C. T. Hunter, Washington, D. C., alleging that the said defendant offered for sale and sold in the District of Columbia a quantity of an article, contained in four cans and one bottle, labeled "C. T. Hunter's X-Terminator", which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to each of the cans and the bottle containing the article represented that the use and application of the article in and about households and human habitations would kill all insects and vermin in such households and human habitations, and would exterminate roaches, bed bugs, water bugs, ants, moths, mosquitoes, fleas, flies, lice, and all other insects and vermin in households and human habitations, whereas in fact and in truth, the use and application of the said article in and about households and human habitations would not kill all insects and vermin in such households and human habitations, and would not exterminate roaches, bed bugs, water bugs, ants, moths, mosquitoes, fleas, flies, lice, or all other insects or vermin in households and human habitations; and in this, that statements borne on the labels affixed to each of the cans and the bottle containing the article represented that the use and application of the article in and about homes would disinfect such homes and purify the air therein, and would destroy all odors from cooking, sickness and drainage, whereas in fact and in truth, the use and application of the article in and about homes would not disinfect such homes and would not purify the air therein, and would not destroy all odors from cooking, sickness or drainage; and in this, that statements borne on the labels affixed to each of the cans and the bottle containing the article represented that the use and application of the said article in and about country outhouses, closets, and cesspools would disinfect and deodorize such country outhouses, closets and cesspools, whereas in fact and in truth, the use and application of the said article in and about country outhouses, closets, and cesspools would not disinfect, and would not deodorize, such country outhouses, closets or cesspools.

On July 10, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of $25.

530. Misbranding of "Septico." U. S. v. Parke, Davis & Co. Tried to the court. Judgment of guilty. Fine, $100. (I. & F. No. 529. Dom. No. 12050.)

On April 23, 1918, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Parke, Davis & Co., a corporation, New York, N. Y., alleging the shipment by said company on March 26, 1916, from the State of New York into the State of Pennsylvania, of a quantity of an article, contained in 2 bottles, labeled "Septico", which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, water, which said inert substance does not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly on each or any label affixed to the bottles containing the article, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly on each or any label affixed to the bottles containing the article.

The case coming on for trial before the court at the July, 1919, term of court for the said district, the court rendered a judgment of guilty and imposed a fine of $100. Following are the findings of the court (Wilson, D. J.):

Be it remembered that this cause came on to be tried at this term by the court, without the intervention of a jury, the attorneys of record of the respective parties hereto having in open court entered into a stipulation waiving a jury.

The attorney for the defendant admitted as facts proven the following allegations of the criminal information: That the defendant is and was at the time hereinafter mentioned a corporation duly organized and existing under and by virtue of the laws of the State of Michigan; that on or about March 26, 1916, the defendant did ship and deliver for shipment from the State of New York into the State of Michigan a certain quantity of a certain article, contained in two bottles, each of which said bottles was then and there labeled and branded as follows:

16 Fl Ozs. SEPTICO (Veterinary).

Cresylic Acid, 40 Per Cent. Carbolic Acid, Coefficient, 2.

DIRECTIONS SEPTICO is invaluable for surgical operations to asepticize the site of operation, for dressing the wound and for sterilizing the hands and instruments of the surgeon. FISTUAL, POLL EVIL, QUITTORS, NAIL PUNCTURES, ETC., inject, wash or dress with a 2 per cent solution. DERMITITIS, BITES, GLASS OR BARB WIRE CUTS, LACERATIONS, AND ALL WOUNDS, dress with a 1 per cent solution. DISEASES OF VAGINA AND RECTUM, douche or inject frequently as 1 per cent solution. MANGE, wash the parts daily with a 2 per cent solution. SEPTICO will be found superior for the treatment of all diseases indicating the use of an efficacious Disinfectant. ANTISEPTIC, GERMICIDE AND DEODORANT. It quickly destroys bacteria and foul odors, stimulates granulation and promotes rapid healing.

Guaranteed by Parke, Davis & Company under the Food and Drugs Act, June 30th, 1906. Serial No. 6. PARKE, DAVIS & COMPANY Department of Animal Industry. DETROIT- MICHIGAN-U. S. A.

NON-CORROSIVE DEODORANT NON-CAUSTIC This pleasant odor of SEPTICO renders it particularly desirable for washing dogs and other domestic animals. SEPTICO is an efficacious Disinfectant to use in and about the Home, Toilets of Cars, Steamers, and Public Buildings, Cuspidors, Drainage, Sewers, Poultry Houses, in Cellars, Out-Houses, and wherever the use of a superior Disinfectant and Deodorant is indicated. DISINFECTANT ANTISEPTIC GERMICIDE FORMULA Saponified Eucalyptus, Camphor and Turpentine Oils, and Cresylic and Oleic Acids.

In proper dilution SEPTICO is an efficient nontoxic aromatic Disinfectant and Antiseptic, for the treatment of wounds, Cuts, Nail Punctures, etc., of all Veterinary Patients. DISINFECTANT For disinfecting Hospitals, Stables, Barns, Dairies, etc., spray with a solution of one part SEPTICO to 75 parts of water.

And that the article aforesaid in each of the bottles aforesaid, when shipped as aforesaid, did consist of water in the proportion of ten and eight-tenths per centum.

That upon such trial of this cause, the Court, having heard all of the testimony offered by the parties, and the arguments of their counsel, found as follows:

That the diseases of animals known as mange and dermititis are caused by the presence and operations of parasitic insects or mites; that the article aforesaid was adapted or efficacious for killing said parasitic insects or mites; and that the said article is an insecticide, as alleged in the information, within the Act of Congress approved April 26, 1910, and known as "The Insecticide Act of 1910".

That the water aforesaid contained in the article aforesaid as stipulated aforesaid is a substance that does not and did not prevent, destroy, repel, or mitigate the parasitic insects or mites aforesaid which cause the diseases of animals known as mange and dermititis, was an inert ingredient of the said article, as alleged in the information, within the meaning of the aforesaid Act of Congress.

That the article aforesaid was adapted or efficacious for other uses and purposes named and described on the labels aforesaid, to wit, for asepticizing the sites of veterinary surgical operations, dressing the wounds and sterilizing the hands and instruments; for the treatment of fistula, poll evil, quittors, nail punctures, bites, glass or barbed-wire cuts, lacerations and wounds on animals, vaginal and rectal diseases of animals and all diseases of animals requiring disinfection; for destroying bacteria and foul odors, stimulating granulation, and promoting healing in such diseases, wounds and lacerations; for disinfection in and about homes, toilets of cars, steamers, and public buildings, cuspidors, drainage sewers, poultry houses, in cellars, outhouses; and for disinfecting hospitals, stables, barns, and dairies; and that the adaptability or efficacy of the said article for the said uses and purposes were due to the properties of the said article in preventing or destroying fungi that affect, infest, or are present in, the said wounds, lacerations, and diseases and diseased parts of animals, and the said places and receptacles.

That the water aforesaid contained in the article aforesaid as stipulated aforesaid, was and is a substance which does not and did not prevent, destroy, repel, or mitigate any of the fungi aforesaid that affect, infest, or are present in the aforesaid wounds, lacerations, and diseases and diseased parts of animals, and the aforesaid places and receptacles, and the said water was an inert ingredient of the said article, as alleged in the information, within the meaning of the aforesaid Act of Congress.

That the name and percentage amount of the water aforesaid contained in the article aforesaid, as stipulated aforesaid, were not stated plainly and correctly, or at all, on each or any label affixed to the bottles aforesaid containing the said article, nor in lieu of the name and the percentage amount of the said water so contained in the said article, were the names and the percentage amounts of each and every ingredient of the said article having insecticidal properties, and the total percentage of the said water so contained in the said article, stated plainly and correctly, or at all, on each or any label affixed to the bottles aforesaid containing the said article.

That the defendant is guilty as charged in the information.

531. Misbranding of "McAllister's Non-Poisonous Bird-Lice Destroyer." U. S. v. M. A. McAllister Co. Plea of guilty. Fine, $25. (I. & F. No. 731. Dom. No. 14183.)

On August 2, 1919 the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against M. A. McAllister Co., a corporation, New York, N. Y., alleging the shipment by the said defendant, on July

13, 1918, from the State of New York into the State of Michigan, of a quantity of an article, contained in 72 packages, labeled "McAllister's Non-Poisonous Bird-Lice Destroyer," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, the pulverized tissues of a plant commonly known as the field daisy, which said substance and ingredient does not prevent, destroy, repel or mitigate insects, to wit, lice that infest or attack birds, and the name and the percentage amount of the said inert ingredient so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the packages containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any label affixed to the packages.

On August 13, 1919 the defendant company entered a plea of guilty to the information, and the court imposed a fine of $25.

532. Adulteration and misbranding of "Smith's Arsenate of Lead Products, Dry Powdered." U. S. v. 296 cartons of "Smith's Arsenate of Lead Products, Dry Powdered." Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 729. S. No. 57. Dom. No. 15208.)

On June 23, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure for confiscation and condemnation of 296, more or less, cartons of an article labeled "Smith's Arsenate of Lead Products, Dry Powdered," at Easton, Pa. It was alleged in the libel that the articles had been shipped by one, H. J. Smith, trading and doing business under the name of H. J. Smith Company, Cleveland, Ohio, on January 25, 1919, and transported from the State of Ohio into the State of Pennsylvania; that it remained unsold and in the original unbroken packages within the jurisdiction of said court, and that it was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel as follows: In this, that the statement, to wit, "Smith's Arsenate of Lead Products," borne on the labels affixed to the cartons containing the article purported and professed that the standard and quality of the article were those of arsenate of lead, whereas, the strength and purity of the article fell below the said professed standard and quality in that the said article was not arsenate of lead, but the said article consisted partially of substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds; and in this, that the said H. J. Smith, on or about January 24, 1919, sent and delivered to the consignee of the said article a certain invoice purporting to describe the article as "Arsenate of Lead," which said words professed that the standard and quality of the said article were those of arsenate of lead, whereas, the strength and purity of the said article fell below the said professed standard and quality in that the said article was not arsenate of lead, but consisted partially of substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds.

Adulteration of the article was alleged further: In this, that the words, to wit, "Smith's Arsenate of Lead Products," borne on the labels affixed to the cartons containing the article purported and professed that the article was arsenate of lead, whereas, the article was not arsenate of lead, but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds, had been substituted in part for arsenate of lead in the said article; and in this, that the said H. J. Smith, on or about January 24, 1919, sent and

delivered to the consignee of the said article a certain invoice purporting to describe the said article as "Arsenate of Lead," whereas in fact and in truth, the said article was not arsenate of lead, but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and certain other substances and compounds, had been substituted in part for arsenate of lead in the said article.

Adulteration of the article was alleged further in that by reason of certain statements borne on the labels affixed to the cartons containing the article, the said article was intended to be used on all kinds of fruit trees in the strength and proportion and in the method and manner as directed by the said statements, whereas, the article, when prepared and when used on, and applied to, certain kinds of fruit trees, to wit, the peach and Japanese plum, in the strength and proportion and in the method and manner as directed by the said statements, would cause injury to the said peach and the Japanese plum.

Misbranding of the article was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cartons containing the article represented that the article consisted of arsenate of calcium in a proportion not less than 25 per centum, and that the article consisted of arsenic, equivalent to and expressed as metallic arsenic, in a proportion not less than 17.8 per centum, whereas in fact and in truth, the article consisted of arsenate of calcium in a proportion much less than 25 per centum, and the article consisted of arsenic, equivalent to and expressed as metallic arsenic, in a proportion much less than 17.8 per centum; and in this, that statements borne on the labels affixed to the cartons containing the article represented that the article, when prepared and when used and applied in the strength and proportion and in the method and manner as directed by the said statements, would be efficient for killing all leaf-chewing, all bud-chewing, all fruit-chewing insects, and all usual insect pests that infest fruit trees, shade trees, or garden crops, whereas in fact and in truth, the said article, when prepared and when used and applied in the strength and proportion and in the method and manner as directed by the said statements, would not be efficient for killing all leaf-chewing, all bud-chewing, or all fruit-chewing insects, or all usual insect pests that affect fruit trees, shade trees, or garden crops.

Misbranding of the article was alleged further: In this, that the words, to wit, "Smith's Arsenate of Lead Products," borne on the label's affixed to the cartons containing the article, represented and professed that the article was arsenate of lead, whereas in fact and in truth, the said article was not arsenate of lead, but was an imitation of arsenate of lead, and was offered for sale under the name of another article, to wit, arsenate of lead; and in this, that the said H. J. Smith on January 24, 1919, sent and delivered to the consignee of the said article a certain invoice describing and designating the said article as "Arsenate of Lead," whereas in fact and in turth, the said article was not arsenate of lead, but was an imitation of arsenate of lead, and was offered for sale under the name of another article, to wit, arsenate of lead.

Misbranding of the article was alleged further in that it contained arsenic in combinations thereof, and the total amount of the arsenic so present n the said article was not correctly stated, expressed as percentum of metallic arsenic, on each or any label affixed to each or any of the cartons containing the article.

Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than lead arsenate and calcium arsenate, which said inert substances and ingredients do not and did not, prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cartons, nor in lieu of the names and the percentage

amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to each or any of the cartons containing the article.

On August 13, 1919, no claimant for the goods having appeared, a decree of condemnation and forfeiture was entered, and it was ordered by the Court that the product be destroyed.

533. Misbranding of "Sporicide." U. S. v. Sporicide Chemical Co. Plea of guilty. Fine, $25, including another offense. (I. & F. No. 674. Dom. No. 13290.)

On July 14, 1919, the United States attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Sporicide Chemical Co., a corporation, Atlanta, N. Y., alleging the shipment by the said company, on or about March 6, 1917, from the State of New York into the State of West Virginia, of a quantity of an article, contained in 24 bottles, labeled "Sporicide," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, substances other than formaldehyde and coal-tar oil, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert substances and ingredients so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the bottles containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label affixed to each or any of the bottles containing the article.

On August 12, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $25 as a penalty for this and another offense. (See Notice of Judgment No. 534.)

534. Misbranding of "Sporicide." U. S. v. Sporicide Chemical Co. Plea of guilty. Fine, $25, including another offense. (I. & F. No. 675. Dom. No. 13293.)

On July 14, 1919, the United States attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Sporicide Chemical Co., a corporation, Atlanta, N. Y., alleging the shipment by the said company, on or about April 10, 1917, from the State of New York into the State of West Virginia, of a quantity of an article, contained in 24 bottles, labeled "Sporicide," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, substances other than formaldehyde and coal-tar oil, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert substances and ingredients so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to the bottles containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every one of the ingredients of the article having fungicidal properties and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label affixed to the bottles containing the article.

On August 12, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $25 as a penalty for this and another offense. (See Notice of Judgment No. 533.)

535. Adulteration and misbranding of "Red Wing Insect Powder." U. S. v. Botanical Manufacturing Co. Plea of guilty. Fine, $20. (I. & F. No. 727. Dom. No. 14081.)

On August 18, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Botanical Manufacturing Co., Philadelphia, Pa., alleging the shipment by the said defendant, on April 3, 1918, from the State of Pennsylvania into the State of Texas, of a quantity of an article, contained in cans, labeled "Red Wing Insect Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, to wit, "Insect Powder," borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that it was insect powder, that is to say, that the article consisted and was composed of the pulverized flower heads of a species or species of the chrysanthemum plant, which substance has insecticidal properties, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article was not insect powder, that is to say, it did not consist and was not composed of the pulverized flower heads of a species or species of the chrysanthemum plant, which said substance has insecticidal properties, but the article consisted and was composed of a mixture of the pulverized flower heads of a species or species of the chrysanthemum plant, which said substance has insecticidal properties, and the pulverized stems of such species or species of the chrysanthemum plant and the pulverized flower heads of the plant known as the field daisy which said substance does not have insecticidal properties. Adulteration of the article was alleged further in that the statement, to wit, "Insect Powder," borne on the labels affixed to the cans, purported and represented that the article was insect powder, that is to say, that it consisted and was composed of the pulverized flower heads of a species or species of the chrysanthemum plant, which said substance has insecticidal properties, whereas in fact and in truth, substances other than the pulverized flower heads of a species or species of the chrysanthemum plant, to wit, the pulverized stems of such species or species of the chrysanthemum plant, and the pulverized flower heads of the plant known as the field daisy which said substance does not have insecticidal properties, had been substituted in part for the article, to wit, insect powder.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cans represented that the article was insect powder, that is to say, that the article consisted and was composed of the pulverized flower heads of a species or species of the chrysanthemum plant which said substance has insecticidal properties, whereas in fact and in truth, the article was not insect powder, that is to say, the article did not consist and was not composed of the pulverized flower heads of a species or species of the chrysanthemum plant, which said substance has insecticidal properties, but the article consisted and was composed of a mixture of the pulverized flower heads of a species or species of the chrysanthemum plant, which said substance has insecticidal properties, and the pulverized stems of such species or species of the chrysanthemum plant, and the pulverized flower heads of the plant known as the field daisy; and in this, that statements borne on the labels affixed to the cans represented that the article, when used and applied in the method and manner as directed, would destroy all insects that frequent or infest households and human habitations, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not destroy all insects that infest or frequent households and human habitations.

Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, the pulverized flower heads of a plant known as the field daisy, which said inert substance does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert substance and ingredient were not stated plainly and correctly, or at all, on each or any label affixed to the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient so present in the article, stated plainly and correctly, or at all, on each or any label affixed to the cans.

On September 5, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $20.

536. Misbranding of "Dead Stuck." U. S. v. John R. Noggle (Penn Chemical Manufacturing Co.). Plea of guilty. Fine, $25. (I. & F. No. 732. Dom. No. 14356.)

On August 1, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States for the said district an information against John R. Noggle, trading and doing business under the name and style of Penn Chemical Manufacturing Co., Philadelphia, Pa., alleging the shipment by the said defendant, on June 20, 1918, from the State of Pennsylvania into the State of Indiana, of a quantity of an article, contained in 144 cans, labeled "Dead Stuck," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the statement, to wit, "Net Contents 16 Fl. Oz.," borne on labels affixed to the outside of each of the cans, operated to state that the contents of each of the cans were, in terms of measure, sixteen fluid ounces of the said article, whereas, the contents of each of the said cans so stated on the outside thereof, were not correctly stated, in that the contents of each of the said cans were, in fact and in truth, less than sixteen fluid ounces of the said article.

On September 12, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of $25.

537. Adulteration and misbranding of "Smith's Dry-Powdered Arsenate of Lead Products." U. S. v. 32 cartons of "Smith's Dry-Powdered Arsenate of Lead Products." Default decree of confiscation and condemnation. Product ordered destroyed. (I. & F. No. 717. S. 56. Dom. No. 14957.)

At the July term, 1919, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, a libel praying the seizure and condemnation of thirty-two cartons of an article labeled "Smith's Dry-Powdered Arsenate of Lead Products." It was alleged in the libel that the article had been shipped on or about January 3, 1919, by one, H. J. Smith, trading and doing business under the name and style of H. J. Smith Company, from the State of Ohio into the State of Oregon, and that having been so transported, it remained unsold in the original unbroken packages at Portland, Oregon; and that it was an adulterated and misbranded insecticide other than Paris greens and lead arsenates, within the meaning of the Insecticide Act of 1910. It was alleged further that the article contained in the said thirty-two cartons was packed in four hundred and forty-eight packages.

Adulteration of the article was alleged in the libel: In this, that a statement, to wit, "Smith's Dry-Powdered Arsenate of Lead Product," borne on labels affixed to each of the said thirty-two cartons, by reason of the fact that the words, to wit, "Arsenate of Lead," were in such large and conspicuous size, type, form and color and so prominently and conspicuously displayed on the labels as readily to attract notice, and the words, to wit, "Dry Powdered," and "Products," were in such small and inconspicuous size, type, form and color, and so inconspicuously appearing on the labels as

not readily to attract notice, the said words purported and professed that the standard and the quality of the article were those of lead arsenate, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was not lead arsenate, but the article consisted partially of substances other than lead arsenate, to wit, calcium arsenate, lime, magnesium oxide, and certain other substances and compounds; and in this, that the words, to wit, "Smith's Arsenate of Lead Products, Dry-Powdered," borne on the labels affixed to each of the four hundred and forty-eight packages, purported and professed that the standard and quality of the article were those of lead arsenate, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article was not lead arsenate, but the article consisted partially of substances other than lead arsenate, to wit, calcium arsenate, lime, magnesium oxide, and certain other substances and compounds; and in this, that on or about December 2, 1918, the said H. J. Smith sent and delivered to the consignee of the article a certain invoice purporting to describe the article as "Arsenate of Lead," which words purported and professed that the standard and quality of the article were those of arsenate of lead, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was not arsenate of lead, but consisted partially of substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds.

Adulteration of the article was alleged further: In this, that the words, to wit, "Dry Powdered Arsenate of Lead Products", borne on the labels affixed to the said thirty-two cartons, by reason of the fact that the words, to wit, "Arsenate of Lead", were of such large and conspicuous size, type, form and color, and were so prominently and conspicuously displayed on the said labels as readily to attract notice, and the said words, to wit, "Dry Powdered", and "Products", were of such small and inconspicuous size, type, form, and color and so inconspicuously appearing on the labels as not readily to attract notice, the said words purported and professed that the article was arsenate of lead, whereas, the article was not arsenate of lead, but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds, had been substituted in part for arsenate of lead; and in this that the words, to wit, "Smith's Arsenate of Lead Products Dry-Powdered", borne on each of the labels affixed to each of the said four hundred and forty-eight packages, purported and professed that the article was arsenate of lead, whereas, the article was not arsenate of lead, but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds, had been substituted in part for arsenate of lead; and in this, that on or about December 2, 1918, the said H. J. Smith did send and deliver to the consignee of the said article a certain invoice purporting to describe and designate the article as "Arsenate of Lead", which said words purported and professed that the article was arsenate of lead, whereas in fact and in truth, the article was not arsenate of lead, but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and certain other compounds, had been substituted in part for arsenate of lead.

Adulteration of the article was alleged further in that, by reason of a statement borne on the labels affixed to the said thirty-two cartons and on the labels affixed to the four hundred and forty-eight packages, the article was intended to be used on all kinds of fruit trees in the strength and proportion and in the method and manner as directed by the said statement, whereas, the article when prepared and when used on, and applied to, certain kinds of fruit trees, to wit, peach and the Japanese plum, in the strength and proportion and in the method and manner as directed by the said statement, would cause injury to said fruit trees, to wit, peach and the Japanese plum.

Misbranding of the article was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the pur-

chaser: In this, that the statement, to wit, "Dry Powdered Arsenate of Lead Products", borne on the labels affixed to the said thirty-two cartons, by reason of the fact that the said words, to wit, "Arsenate of Lead", were of such large and conspicuous size, type, form and color, and so prominently and conspicuously displayed on the labels as to readily attract notice, and the words, to wit, "Dry Powdered", and "Products", were of such small and inconspicuous size, type, form and color, and so inconspicuously appearing on the labels as not readily to attract notice, the said words represented that the article was arsenate of lead, whereas in fact and in truth, the article was not arsenate of lead, but consisted of a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds; and in this, that the words, to wit, "Smith's Arsenate of Lead Products Dry Powdered", borne on the labels affixed to the said four hundred and forty-eight packages, represented that the article was arsenate of lead, whereas in fact and in truth, the article was not arsenate of lead, but consisted of a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds; and in this, that words and figures borne on the labels affixed to the said thirty-two cartons, and on the labels affixed to the said four hundred and forty-eight packages, represented that the article consisted of arsenate of calcium in a proportion not less than 25 per centum, and that the article consisted of arsenic, equivalent to and expressed as metallic arsenic, in a proportion not less than 17.8 per centum, whereas in fact and in truth, the article consisted of arsenate of calcium in a proportion much less than 25 per centum, and the article consisted of arsenic, equivalent to and expressed as metallic arsenic, in a proportion less than 17.8 per centum; and in this, that a statement, borne on the labels affixed to the said thirty-two cartons, and borne on the labels affixed to the said four hundred and forty-eight packages represented that the article, when prepared and when used and applied in the strength and proportion and in the method and manner as directed by the said statement, would be efficient for killing all leaf-chewing, all bud-chewing, and all fruit-chewing insects and all usual insect pests that infest fruit trees, shade trees, or garden crops, whereas in fact and in truth, the said article, when prepared, used, and applied in the strength and proportion and in the method and manner as directed by the said statement, would not be efficient for killing all leaf-chewing, all bud-chewing, or all fruit-chewing insects, or all usual insect pests that infest fruit trees, shade trees, or garden crops.

Misbranding of the article was alleged further: In this, that the ststement, to wit, "Dry-Powdered Arsenate of Lead Products", borne on the labels affixed to the said thirty-two cartons, by reason of the fact that the said words, to wit, "Arsenate of Lead", were of such large and conspicuous size, type, form and color and so prominently and conspicuously displayed on the labels as readily to attract notice, and the said words, to wit, "Dry-Powdered", and "Products", were of such small and inconspicuous size, type, form, and color and so inconspicuously appearing on the labels as not readily to attract notice, the said statement represented that the article was arsenate of lead, whereas, the article was an imitation of arsenate of lead and was offered for sale under the name of another article, in that the article, in fact and in truth, was not arsenate of lead, but was a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds; and in this, that the statement, to wit, "Smith's Arsenate of Lead Products Dry-Powdered", borne on the labels affixed to the said four hundred and forty-eight packages, represented that the article was arsenate of lead, whereas, the article was an imitation of arsenate of lead and was offered for sale under the name of another article, and in that the article, in fact and in truth, was not arsenate of lead, but was a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds; and in this, that on or about December 2, 1918, the said H. J. Smith sent and delivered to the

consignee of the said article a certain invoice purporting to describe and designate the article as "Arsenate of Lead", whereas, the article was an imitation of arsenate of lead and was offered for sale under the name of another article, in that the article was not arsenate of lead but was a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other compounds.

Misbranding of the article was alleged further in that the article contained arsenic in combinations thereof, and the total amount of the said arsenic so present in the article was not correctly stated, expressed as per centum of metallic arsenic, on any label affixed to any of the said thirty-two cartons or any of the said four hundred and forty-eight packages.

Misbranding of the article was alleged further in that the article consisted partially of inert substances, to wit, substances other than lead arsenate and calcium arsenate, which said inert substances and ingredients did not and do not prevent, destroy, repel or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly or correctly on any label affixed to any of the said thirty-two cartons or on any label affixed to any of the said four hundred and forty-eight packages, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on any label affixed to any of the said thirty-two cartons or on any label affixed to the said four hundred and forty-eight packages.

On September 17, 1919, no claimant for the article having appeared, a decree of condemnation and forfeiture was entered, and it was ordered by the court that the article be destroyed by the United States marshal.

538. Misbranding of "Stumpf's Magic Hoodoo Flea and Moth Killer." U. S. v. Alvin T. Stumpf and Louise Stumpf (John Stumpf's Sons). Plea of guilty. Fine, $10. (I. & F. No. 667. Dom. No. 13246.)

On September 27, 1919, the United States attorney or the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Alvin T. Stumpf and Louise Stumpf, trading and doing business under the name of John Stumpf's Sons, Gretna, La., alleging the shipment by the said defendants, on July 19, 1917, from the State of Louisiana into the State of Washington, of a quantity of an article, contained in eighteen cans, labeled "Stumpf's Magic Hoodoo Flea and Moth Killer," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cans represented that the article, when used in rooms, would be a germicide of unusual activity, and that the dissemination of small particles of the said article in the air of rooms would provide a constant disinfectant, whereas in fact and in truth, the article, when used in rooms, would not be a germicide of unusual activity, and the dissemination of small particles of the article in the air of rooms would not provide a constant disinfectant; and in this, that a statement borne on the labels affixed to the cans represented that the article contained fossil flower in the proportion of 10 per centum, whereas in fact and in truth, the article did not contain fossil flower in the proportion of 10 per centum. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sodium fluoride and pyrethrum powder, which said inert substances and ingredients do not and did not prevent, destroy, repel or mitigate insects or fungi, and the names and the per-

centage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to the said cans.

On September 27, 1919, the defendants entered pleas of guilty to the information and the court imposed a fine of $10.

539. Misbranding of "Nok-Em-Al." U. S. v. William G. Andur and Maurice Olinger (The Wano Chemical Co.). Plea of guilty by William G. Andur as to first count. Fine, $10. Nolle prosequi entered as to William G. Andur on the remaining three counts, and nolle prosequi entered as to Maurice Olinger on all of the counts. (I. & F. No. 668. Dom. No. 12540.)

On July 12, 1919, the United States attorney of the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information, in four counts, against William G. Andur and Maurice Olinger, trading and doing business under the name and style of the Wano Chemical Company, Bloomfield, N. J., alleging the shipment by the said defendants, on February 5, 1917, from the State of New Jersey into the State of Texas, of a quantity of an article, labeled "Nok-Em-Al," contained in 156 cans, which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (in the first count) in that the packages and labels bore statements regarding the article which were false and misleading, and (in the second count) in that the article was labeled and branded so as to deceive and mislead the purchaser in this, that statements borne on labels affixed to the cans containing the article represented that the article, when used and applied in the method and manner as directed by the said statements, would exterminate bed bugs, ants, moths, roaches, water-bugs, and the eggs of each of the said insects, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statements, would not exterminate bed bugs, ants, moths, roaches, water-bugs, or the eggs of each of the said insects.

Adulteration of the article was alleged in the third count of the information, in that statements borne on pamphlets or circulars packed in a box or case containing the cans of the article, represented that the article was intended for use on vegetation, whereas, the said article contained a substance or substances which, when the said article was used and applied to potato vines and fruit trees in the method and manner as directed by the said statements, was injurious to the said vegetation, to wit, potato vines and fruit trees.

Misbranding of the article was alleged in the fourth count of the information, in that statements regarding the article borne on pamphlets or circulars packed in the box or case containing the cans of the article, were false and misleading: In this, that statements borne in the pamphlets or circulars represented that moths, bugs, roaches, and all insects in and about households, could be exterminated, and that all vermin and their eggs in and about households could be destroyed, by the use and application of the article, whereas in fact and in truth, moths, bugs, roaches, and all insects in and about households could not be exterminated, and all vermin and their eggs in and about households could not be destroyed, by the use and application of the said article; and in this, that statements borne in the pamphlets or circulars represented that the said article was not poisonous to human beings, and that the said article would be effectively poisonous to all insects that infest households, whereas in fact and in truth, the said article was poisonous to human beings, and the said article was not effectively poisonous to all insects that infest households; and in this, that statements borne in the pamphlets or circulars represented that the said article, when used and applied in the method and

manner as directed by the said statements, would protect the person from all winged insects that annoy man, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statements, would not protect the person from all winged insects that annoy man; and in this, that statements borne in the pamphlets or circulars represented that the said article, when used and applied in the method and manner as directed by the said statements, would exterminate all vermin on the head, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statements, would not exterminate all vermin on the head; and in this, that statements borne in the said pamphlets or circulars represented that the said article, when used and applied in the method and manner as directed by the said statements, would kill all bugs in or on carpets, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statements, would not kill all bugs in or on carpets; and in this, that a statement borne in the said pamphlets or circulars represented that the said article, when used and applied in the method and manner as directed by the said statement, would be effective against all bugs and all caterpillars that infest fruit trees, and that the use and application of the said article in the said method and manner would not cause injury to such fruit trees, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statement, would not be effective against all bugs or all caterpillars that infest fruit trees, and the use and application of the said article in the said method and manner would cause injury to such fruit trees; and in this, that a statement borne in the said pamphlets or circulars represented that the use of the said article in the method and manner as directed by the said statement, would not cause injury to potato vines, whereas in fact and in truth, the use and application of the said article in the method and manner as directed by the said statement, would cause injury to potato vines; and in this, that a statement borne in the said pamphlets or circulars represented that the said article, when used and applied in the method and manner as directed by the said statement, would be effective against scabs, ticks, and lice on sheep, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statement, would not be effective against scabs, ticks, or lice on sheep; and in this, that a statement borne in the said pamphlets or circulars represented that the said article, when used and applied in the method and manner as directed by the said statement, would purify the air in the home and wherever so used, and that the said article would put sick rooms, toilets, cellars, and many other insanitary places and enclosures in a perfectly sanitary condition, whereas in fact and in truth, the said article, when used and applied in the method and manner as directed by the said statement, would not purify the air in the home and wherever so used, and would not put sick rooms, toilets, cellars and other insanitary rooms or enclosures in a perfectly sanitary condition.

On October 6, 1919, William G. Andur entered a plea of guilty as to the first count of the information, and the court imposed a fine of $10. Nolle prosequi was entered as to William G. Andur in the remaining three counts of the information, and nolle prosequi was entered as to Maurice Olinger in all of the counts of the information.

540. Adulteration and misbranding of "Diozo." U. S. v. W. A. Rowles (Diozo Disinfecting Co.). Plea of guilty. Fine, $10 and costs. (I. & F. No. 469. Dom. No. 9792.)

On June 30, 1917, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against W. A. Rowles, doing business under the name of Diozo Disinfecting Company, Chicago, Ill., alleging the shipment by the said defendant, on May 26, 1915, from the State of Illinois into the State of Missouri, of a quantity of an article, contained in three tin boxes, labeled "Diozo," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on each of the tin boxes containing the article purported and professed that the standard and quality of the article were such that the article contained chlorine and oil of eucalyptus, whereas, the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article did not contain any chlorine and did not contain any oil of eucalyptus.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on a carton inclosing each of the said tin boxes containing the article represented that the article would kill germs, when used in the method and manner as directed by the said statement, whereas in fact and in truth, the article would not kill germs, when used in the method and manner as directed by the said statement; and in this, that a statement borne on a carton inclosing each of the said tin boxes containing the article alleged that the article contained chlorine and oil of eucalyptus, whereas in fact and in truth, the article did not contain any chlorine or any oil of eucalyptus; and in this, that a statement borne on a carton inclosing each of the said tin boxes containing the article represented that the article, when used in the method and manner as directed by the said statement, would destroy disagreeable odors, would make clothes closets moth proof, and would drive away mosquitoes, flies, ants, and all insects and all vermin, whereas in fact and in truth, the article, when used in the method and manner as directed by the said statement, would not destroy disagreeable odors, would not make clothes closets moth proof, and would not drive away mosquitoes, flies, ants, all insects, or all vermin; and in this, that a statement, borne on a carton inclosing each of the said tin boxes containing the article represented that the article, when used in the method and manner as directed by the said statement, would aid in the treatment of cases of asthma, bronchitis, hay fever, and diseases of the respiratory tract, whereas in fact and in truth, the article, when used in the method and manner as directed by the said statement, would not aid in the treatment of cases of asthma, bronchitis, hay fever, or diseases of the respiratory tract.

On October 15, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of $10 and costs.

511. Adulteration and misbranding of "Concentrated Lime Sulphur Solution." U. S. v. Henry A. Bester, jr., and J. Alvey Long (Hagerstown Spray Material Co.). Pleas of guilty. Fine, $20 and costs. (I. & F. No. 721. Dom. No. 14031.)

At the September term, 1919, of the United States Court for the District of Maryland the United States attorney for the said district, acting upon a report by the Secretary of Agriculture, filed in the said court an information against Henry A. Bester, jr., and J. Alvey Long, trading and doing business under the name and style of the Hagerstown Spray Material Co., Hagerstown, Md., alleging the shipment by said defendants, on or about April 2, 1918, from the State of Maryland into the State of West Virginia, of a quantity of an article, contained in 3 barrels, labeled "Concentrated Lime Sulphur Solution," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, to wit, "Concentrated Lime Sulphur Solution. Testing 31 to 34 Beaume. Total sulphur 25 to 26% Total Lime (CaO) 10% Total Sulphide of Lime 33%," borne and printed on the labels affixed to the barrels, purported and professed that the standard and quality of the article were such that it tested thirty-one to thirty-four degrees Beaume, that it contained sulphur in a proportion of twenty-five per centum to twenty-six per centum, and that it contained lime, equivalent to and expressed as calcium oxide, in the proportion of ten per centum, and that it contained sulphide of lime in the proportion of thirty-three per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article

tested less than thirty-one degrees Beaume, and contained sulphur in a proportion less than twenty-five per centum, and contained lime, equivalent to and expressed as calcium oxide, in a proportion less than ten per centum, and contained sulphide of lime in a proportion less than thirty-three per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the labels affixed to the barrels represented that the article tested thirty-one to thirty-four degrees Beaume, that it contained sulphur in a proportion of twenty-five per centum to twenty-six per centum, that it contained and consisted of lime, equivalent to and expressed as calcium oxide, in the proportion of ten per centum, and that it contained sulphide of lime in the proportion of thirty-three per centum, whereas in fact and in truth, the article tested less than thirty-one degrees Beaume, and contained sulphur in a proportion less than twenty-five per centum, and contained lime, equivalent to and expressed as calcium oxide, in a proportion less than ten per centum, and contained sulphide of lime in a proportion less than thirty-three per centum. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, water and calcium sulphate, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each of the said inert ingredients so present in the article were not stated plainly and correctly on each or any label affixed to each or any of the barrels containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly on each or any label affixed to each or any of the barrels containing the article.

On October 15, 1919, the defendants entered pleas of guilty to the information, and the court imposed a fine of $20 and costs.

542. Misbranding of "SicEm Powder." U. S. v. Dent Medicine Co. Plea of guilty. Fine, $25. (I. & F. No. 754. Dom. No. 11341.)

On October 10, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Dent Medicine Co., a corporation, Newburgh, N. Y., alleging the shipment by the said defendant, on March 30, 1918, from the State of New York into the State of Massachusetts, of a quantity of an article, contained in 72 packages, labeled "SicEm Powder," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the statement, to wit, "4 ounces Net Weight," borne and printed on the labels affixed to the packages, was false and misleading, and by reason of said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that the said statement represented that the contents of each of the packages containing the article were, in terms of weight, four ounces, whereas, the contents of each of the packages so stated on the outside thereof were not correctly stated, in that the contents of each of said packages, in truth and in fact, were, in terms of weight, less than four ounces of the article.

On October 15, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of $25.

543. Adulteration and misbranding of "Grad A Pine Oil Disinfectant." U. S. v. Grady Manufacturing Co. Plea of guilty. Fine, $20. (I. & F. No. 724. Dom. No. 14507.)

On October 27, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Grady Manufacturing Co., a corporation, New York, N. Y., alleging the shipment by the said defendant on

July 18, 1918, from the State of New York into the State of New Jersey, of a quantity of an article, contained in 6 cans, labeled "Grad A Pine Oil Disinfectant," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that statements borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that a solution consisting of 1 part of the article to 500 parts of water would be effective as a disinfectant, and that a solution consisting of 1 tablespoonful of the article and 10 quarts of water would be effective as a disinfectant, and that the article was 4 to 6 times as strong in disinfecting properties as is pure carbolic acid, whereas, the strength of the article fell below the said professed standard and quality, in that, in fact and in truth, a solution consisting of 1 part of the article to 500 parts of water would not be effective as a disinfectant, and a solution consisting of 1 tablespoonful of the article and 10 quarts of water would not be effective as a disinfectant, and the article was less than 4 times as strong in disinfecting properties as is pure carbolic acid.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cans represented that a solution consisting of 1 part of the article and 500 parts of water would be effective as a disinfectant, and that a solution consisting of 1 tablespoonful of the article and 10 quarts of water would be effective as a disinfectant, and that the article was 4 to 6 times as strong in disinfecting properties as is pure carbolic acid, whereas in fact and in truth, a solution consisting of 1 part of the article and 500 parts of water would not be effective as a disinfectant, and a solution consisting of 1 tablespoonful of the article and 10 quarts of water would not be effective as a disinfectant, and the article was less than 4 times as strong in disinfecting properties as is pure carbolic acid; and in this, that a statement borne on the labels affixed to the can represented that the article was prepared and composed after and according to the formula prescribed for pine oil disinfectant by the Hygienic Laboratory of the United States, whereas in fact and in truth, the article was not composed after and according to the formula prescribed for pine oil disinfectant by the Hygienic Laboratory of the United States. Misbranding of the article was alleged further in that a statement borne on the labels affixed to the cans, to wit, "One Gallon," represented and operated to state that the contents of each of the said cans were, in terms of measure, one gallon of the article, whereas, the contents of each of said cans, so stated on the outside of each of said cans were not correctly stated, in that the contents of each of said cans were, in fact and in truth, less than one gallon of the article. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, water and a mineral oil of the nature of kerosene, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly, or at all, on each or any of the labels affixed to the cans.

On October 29, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $20.

514. Misbranding of Fish Oil Soap. U. S. v. McKesson & Robbins. Plea of guilty. Fine, $10. (I. & F. No. 734. Dom. No. 14263.)

On October 27, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against McKesson & Robbins, a

corporation, New York, N. Y., alleging the shipment by the said company, on June 8, 1918, from the State of New York into the State of New Jersey, of a quantity of an article, contained in 12 cartons, labeled "Fish Oil Soap So-called Whale Oil Soap," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not prevent, destroy, repel, or mitigate insects, to wit, any insects that infest or attack plants or trees, and the name and the percentage amount of the said inert ingredient so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to the cartons containing the article, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient so present in the article, stated plainly and correctly, or at all, on each or any label affixed to the cartons. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement borne on the labels of the cartons, to wit, "So-called Whale Oil Soap," represented that the article contained in each of the cartons was whale oil soap, whereas in truth and in fact, the article contained in each of the cartons was not whale oil soap; and in this, that the statements, to wit, "For Tree and Plant Lice—Thoroughly spray with a solution of 1 pound of the Soap to 6 or 7 gallons of water. For Wood Worms—Add from 1 to 2 ounces of Sulphur to a gallon of the solution," represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would be effective against all wood worms which infest or attack trees and plants, whereas in truth and in fact, the article when used and applied in the method and manner and in the strengths and proportions as directed, would not be effective against all wood worms which infest or attack trees and plants.

On October 29, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $10.

545. Misbranding of "Mosquitone." U. S. v. McKesson & Robbins. Plea of guilty. Fine $10. (I. & F. No. 745. Dom. No. 13627.)

On October 27, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against McKesson & Robbins, a corporation, New York, N. Y., alleging the shipment by the said company, on June 28, 1917, from the State of New York into the State of New Jersey, of a quantity of an article, contained in 12 bottles, each bottle enclosed in a carton, labeled "Mosquitone," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, water, alcohol, and soap, which said substances and ingredients do not prevent, destroy, repel, or mitigate mosquitoes which infest man, and the name and percentage amount of each and every one of the said inert ingredients so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the bottles containing the article, or affixed to the cartons enclosing the bottles, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly, or at all, on each or any label affixed to the bottles or cartons.

On October 29, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $10.

546. Adulteration and Misbranding of "Hill's Louse Powder." U. S. v. Humane Remedy Co. Plea of guilty. Fine, $10 and costs. (I. & F. No. 728. Dom. No. 14032.)

On August 21, 1919, the United States attorney for the Southern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Humane Remedy Co., a corporation, Des Moines, Iowa, alleging the shipment by the said company, on or about April 8, 1919, from the State of Iowa into the State of West Virginia, of a quantity of an article, contained in 6 cans, labeled "Hill's Louse Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, to wit, "Active Ingredients Nicotine 00.10% Flowered sulphur 15.00% Naphthaline 10.00% Inert Substances about 74.90%," borne on the labels affixed to the cans, purported and professed that the standard and quality of the article were such that it contained flowered sulphur in the proportion of fifteen per centum, and that it contained inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, in the proportion of 74.9 per centum approximately, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article did not contain any flowered sulphur whatsoever, and contained inert substances, to wit, substances which do not prevent, destroy, repel, or mitigate insects, in a proportion much greater than 74.9 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the labels affixed to the cans, represented that the article contained flowered sulphur in the proportion of 15 per centum, and that it contained inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, in the proportion of 74.9 per centum approximately, whereas in fact and in truth, the article did not contain any flowered sulphur whatsoever, and contained inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, in a proportion much greater than 74.9 per centum. Misbranding of the article was alleged further in that the statement, to wit, "Net Weight 14 Oz.," borne on the labels affixed to the cans, operated to state that the contents of each of the cans were, in terms of weight, 14 ounces of the article, whereas, the contents of each of the cans were not plainly and correctly stated on the outside thereof, in that the contents of each of said cans were, in fact and in truth, less than 14 ounces of the article. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than nicotine and naphthaline, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients so contained in the article were not plainly and correctly stated on each or any label affixed to each or any of the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly on each or any label affixed to the cans.

On November 25, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $10 and costs.

547. Misbranding of "Hirsch's Bed Bug Exterminator No. 23." U. S. v. John Nierenberg (Prof. Hirsch Chemical Co.; Prof. Hirsch Exterminator Co.). Plea of guilty. Fine, $2.50. (I. & F. No. 669. Dom. No. 13343.)

On November 21, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district, an information against John Nierenberg, trading and doing business under the name and style of Prof. Hirsch Chemical Co.,

Inc., and under the name and style of Prof. Hirsch Exterminator Co., Inc., New York, N. Y., alleging the shipment by the said defendant, on May 25, 1917, from the State of New York into the State of Pennsylvania, of a quantity of an article, contained in one can, labeled "Hirsch's Bed Bug Exterminator No. 23," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the label affixed to the can represented that the article, when used and applied in the method and manner as directed, would exterminate bed bugs, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not exterminate bed bugs. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof, and the total amount of arsenic contained in the article was not stated, expressed as per centum of metallic arsenic, or otherwise, on the label affixed to the can. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof and in water-soluble form, and the said arsenic in water-soluble form so contained in the article was not stated, expressed as per centum of metallic arsenic or otherwise, on the label affixed to the can. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, water and a compound of arsenic, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on the label affixed to the can containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on the label affixed to the said can.

On November 26, 1919, the defendant entered a plea of guilty to the information and the court imposed a fine of $2.50.

548. Misbranding of "Hirsch's Roach Exterminator No. 14." U. S. v. John Nierenberg (Prof. Hirsch Chemical Co.; Prof. Hirsch Exterminator Co.). Plea of guilty. Fine, $2.50. (I. & F. No. 670. Dom. No. 13344.)

On November 21, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against John Nierenberg, trading and doing business under the name and style of Prof. Hirsch Chemical Co., Inc., and under the name and style of Prof. Hirsch Exterminator Co., Inc., New York, N. Y., alleging the shipment by the said defendant, on May 25, 1917, from the State of New York into the State of Pennsylvania, of a quantity of an article, contained in 4 cartons, labeled "Hirsch's Roach Exterminator No. 14," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to the cartons represented that the article, when used and applied in the method and manner as directed, would exterminate roaches, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not exterminate roaches. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sodium fluoride, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the

cartons containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly, or at all, on each or any label affixed to the cartons.

On November 26, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of $2.50.

549. Adulteration and misbranding of "Niagara Calcium Arsenate, Powdered." U. S. v. 12 barrels of "Niagara Calcium Arsenate, Powdered." Consent decree of confiscation and condemnation. Product released under bond. (I. & F. No. 776. Dom. No. 15193.)

On October 11, 1919, the United States attorney for the Western District of Arkansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district, a libel praying the seizure for confiscation and condemnation of 12 barrels of an article labeled "Niagara Calcium Arsenate, Powdered. * * * Distributed by Niagara Sprayer Co., Middleport, N. Y." It was alleged in the libel that the article had been shipped on July 25, 1919, from Cleveland, Ohio, to Pine Bluff, Arkansas, and that having been so transported it remained unsold and in the original unbroken packages at Pine Bluff, Arkansas, and that it was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement borne on the labels affixed to the barrels containing the article purported and professed that the standard and quality of the article were such that the article contained water-soluble arsenic, equivalent to and expressed as metallic arsenic, in the proportion of one per centum, whereas, the purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the said article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in a proportion greater than one per centum. Adulteration of the article was alleged further in that the article was intended to be used on vegetation, to wit, the cotton plant, by dusting or sprinkling the said article on the plant, in order to destroy the cotton-boll weevil, and the said article contained a substance or substances which caused injury to the cotton plant when the said article was used and applied thereon and thereto in the said method and manner.

Misbranding of the article was alleged in the libel in that a statement regarding the article, borne on the labels affixed to the barrels containing the article, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that the said statement represented that the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in the proportion of one per centum, whereas in fact and in truth, the article contained arsenic in water-soluble forms, equivalent to and expressed as metallic arsenic, in a proportion greater than one per centum. Misbranding of the article was alleged further in that it contained arsenic in combinations thereof and in water-soluble forms, and the amount of the said arsenic so present in the article in water-soluble forms was not stated correctly on any label affixed to any of the barrels containing the article.

An answer to the libel having been filed, and The Glidden Company, Cleveland, Ohio, having appeared as claimant, and the cause having come on for hearing on November 10, 1919, a decree of confiscation and condemnation was entered, and the article was released to The Glidden Company upon the payment of the costs of the proceeding and the execution and delivery of a bond conditioned that the article would not be sold or otherwise disposed of contrary to law.

550. Adulteration and misbranding of "Lamprey's Ant Powder." U. S. v. Lamprey Products Co. Plea of guilty. Fine, $15. (I. & F. No. 694. Dom. No. 13077.)

On December 2, 1919, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district, an information against the Lamprey Products Co., a corporation, trading and doing business under the name of the Prussian Remedy

Co., St. Paul, Minn., alleging the shipment by the said company, on or about March 22, 1917, from the State of Minnesota into the State of Kansas, of a quantity of an article, contained in 12 cans, labeled "Lamprey's Ant Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cans, purported and professed that the standard and quality of the article were such that it contained active ingredients, that is to say, substances which prevent, destroy, repel, or mitigate insects, in the proportion of 80 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects in the proportion of 20 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article contained active ingredients, that is to say, substances which prevent, destroy, repel, or mitigate insects, in a proportion less than 80 per centum, and the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, in a proportion greater than 20 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels affixed to the cans, represented that the article contained active ingredients, that is to say, substances which prevent, destroy, repel, or mitigate insects, in the proportion of 80 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel or mitigate insects, in the proportion of 20 per centum, and that the article contained sodium chloride in the proportion of 2 per centum, and that the article contained hardwood ashes in the proportion of 10 per centum, and that the article contained sodium sulphate in the proportion of 4 per centum, and that the article contained lime flour in the proportion of 4 per centum, whereas in fact and in truth, the article contained and consisted of active ingredients, that is to say, substances which prevent, destroy, repel, or mitigate insects, in a proportion less than 80 per centum, and the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, in a proportion greater than 20 per centum, and the article did not contain sodium chloride in a proportion of 2 per centum, and the article did not contain hardwood ashes in the proportion of 10 per centum, and the article did not contain sodium sulphate in the proportion of 4 per centum, and the article did not contain and consist of lime flour in the proportion of 4 per centum; and in this, that statements, borne on the labels affixed to the cans, represented that the article was non-poisonous to human beings, when used and applied in the method and manner as directed, and that the article could be so used and applied without danger to human beings, whereas in fact and in truth, the article was poisonous to human beings, when used and applied in the method and manner as directed, and when so used and applied would be dangerous to human beings. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sodium fluoride and pyrethrum powder, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, on each or any label affixed to the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly, on each or any label affixed to the cans.

On December 3, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $15.